

EXHIBIT 2

HINSHAW

* CULBERTSON LLP

April 4, 2006

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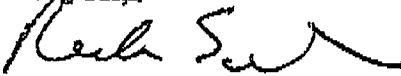
FROM: Richard Supple USER ID: _____
MATTER NAME: Hughes v. BCI et al. MATTER NO.: 838180
NO. OF PAGES (Including this Cover): 5 SENDING OPERATOR: _____
COMMENTS, IF ANY: _____

Dear Mr. Bruner,

Roger Glenn at Edwards Angell Palmer & Dodge LLP has asked us to assume defense of the above-referenced litigation on behalf of you and Resource Venture Management AG. At his suggestion, I am faxing you a copy of our proposed retainer agreement, and e-mailing an pdf version of the same with wiring instructions to your colleague Tony Lotito. Please do not hesitate to call me with any questions. (Note that I will be unavailable most of tomorrow.)

I look forward to working with you.

Best regards,

**HARD COPY:**☐ Will follow by mail☐ Will follow by overnight mail☒ Will not follow

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Hinshaw & Culbertson LLP is an Illinois registered limited liability partnership that has elected to be governed by the Illinois Uniform Partnership Act (1997).

HINSHAW

& CULBERTSON LLP

Richard Supple
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April 4, 2006

Mr. Marc A. Bruner
c/o Resource Venture Management AG
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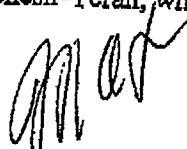
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Re: Letter of Engagement

Dear Mr. Bruner:

Thank you very much for retaining Hinshaw & Culbertson LLP ("H&C") to represent both Resource Venture Management AG ("RVM") and yourself personally in a civil matter currently pending in the United States District Court for the Southern District of New York, Hughes v. BCI International Holdings Incorporated et al., No. 05 CV 9085 (S.D.N.Y.). This letter describes the terms and conditions of our attorney-client relationship with RVM and you. If this agreement is acceptable, please sign this agreement and arrange for appropriate execution by RV and return one original to me. The other original is for your files.

Our fees for legal services are based primarily on the published hourly rates in effect for each lawyer, legal assistant, and paralegal in our firm at the time the services are rendered. Our hourly rates are reviewed annually and adjusted where appropriate. After reviewing the complaint in the Hughes matter, we intend to utilize three attorneys and appropriate support staff as needed. My current rate is \$425 per hour. I intend to work closely in this matter with my partner Miranda Fritz, who has extensive trial and securities law experience. Miranda also charges \$425 per hour. We will be supported by Ian Chesir-Teran, who charges \$325 per hour.



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We will normally bill you monthly for all fees and expenses in this matter unless there has been little or no activity, in which case charges will be included in the next month's bill. Payment is due within thirty (30) days of your receipt of the bill. We require receipt of a \$10,000 retainer from you and RVM before entering an appearance in the Hughes case and starting work.

Expenses in connection with our representation of you will be shown on the monthly statement. These may include, but are not necessarily limited to: photocopying, delivery services, computerized legal research, any required secretarial overtime, travel expenses, court reporter fees, and any other litigation related fees necessary to your representation. When your case requires the services of a court reporter, expert, or other outside vendor, those vendors typically send us the bill. We will in turn forward the invoices to you for payment directly to the vendor. Please be sure to pay these bills promptly, as slow payment can interfere with our ability to arrange for those necessary services on your behalf.

Your confidence in H&C is appreciated. While we can make no guarantee as to the outcome of your case or matter, we promise you that at all times we will devote our full professional knowledge, experience and ability to your case. We will also provide you with copies of correspondence and legal documents relating to your case or matter, and will keep you apprised of its status. In turn, we expect that you will cooperate completely with H&C so that we can properly prepare your case and provide the high quality representation you deserve.

Should you not fulfill the conditions stated above, including any failure to pay our monthly statement for fees and expenses on a timely basis as described above, it is understood



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and agreed that H&C may withdraw from the representation upon notice to you and otherwise in accordance with the terms and requirements of the New York Lawyer's Code of Professional Responsibility. We will also withdraw upon your request. In the event of our complete withdrawal from this matter, we will be entitled to be paid for fees and costs incurred up to the time of our withdrawal. Should a dispute arise concerning our legal fees or costs which cannot be amicably resolved, either of us may seek mediation or arbitration pursuant to the New York State Fee Dispute Resolution Program (22 N.Y.C.R.R. § 137).

This letter agreement states the total understanding between us as to the scope of the representation and our fee arrangement. It authorizes H&C to act on your behalf. It shall be governed by the laws of the State of New York. Execution of it indicates a commitment by both parties to be bound by its terms. Please let me know immediately if you disagree with any of the rights and obligations described herein.

Once again, thank you for retaining H&C. We look forward to working with you.

Very truly yours,

HINSHAW & CULBERTSON LLP

By: 

Richard Supple, Partner

Accepted:

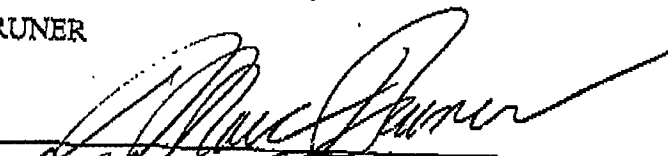
RESOURCE VENTURE MANAGEMENT AG

By: 

Date: APRIL 5, 2006

Mr. Marc A. Bruner
April 4, 2006
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MARC A. BRUNER



Date: APRIL 5, 2006